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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 COUNTY OF LOS ANGELES – CENTRAL DISTRICT  
17 CENTRAL CIVIL WEST COURTHOUSE

18 DANIEL E. WEIDLER; MICHAEL F.  
19 YEZBACK; ELOISE GARCIA, ANGIE  
20 DURON, individually and on behalf of a  
class of all similarly-situated individuals,

21 Plaintiffs,

22 v.

23 CIRCUIT CITY STORES, INC.; and  
24 DOES 1 through 100, inclusive,

25 Defendants.

CASE NO. BC369011

**JOINT STIPULATION OF SETTLEMENT  
AGREEMENT AND RELEASE OF CLASS  
ACTION CLAIMS**

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Date:	TBD
Time:	TBD
Dept:	324
Judge:	Hon. Victoria G. Chaney
Complaint Filed:	April 4, 2007
Trial Date:	Not set

26 This Joint Stipulation of Settlement Agreement and Release of Class Action Claims  
27 (“Stipulation of Settlement”) is made and entered into by and between Plaintiffs Daniel E.  
28 Weidler, Michael F. Yezback, Eloise Garcia, and Angie Duron (“Plaintiffs” or “Class

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PAUL, PLEVIN,  
SULLIVAN &  
CONNAUGHTON LLP

JOINT STIPULATION OF SETTLEMENT  
AGREEMENT AND RELEASE OF CLASS  
ACTION CLAIMS

1 Representatives"), on the one hand, and Defendant Circuit City Stores, Inc. ("Circuit City" or  
2 "Defendant"), on the other hand, and is subject to the terms and conditions hereof and the  
3 approval of the Court. As used herein, "Settlement" means the terms and conditions set forth in  
4 this Stipulation of Settlement. Plaintiffs and Defendant are referenced collectively herein as "the  
5 Parties."

6 1. On April 4, 2007, Plaintiffs filed a proposed class action complaint in the  
7 Los Angeles County Superior Court, Case No. BC369011, captioned *Daniel E. Weidler,*  
8 *Michael F. Yezback, Eloise Garcia, individually and on behalf of a class of all similarly situated*  
9 *employees v. Circuit City Stores, Inc.* On September 4, 2007, Plaintiffs filed a First Amended  
10 Complaint, captioned *Daniel E. Weidler, Michael F. Yezback, Eloise Garcia, Angie Duron,*  
11 *individually and on behalf of a class of all similarly situated employees v. Circuit City Stores,*  
12 *Inc.*, (hereinafter referred to as "the Action"). The First Amended Complaint alleges that  
13 Plaintiffs and other similarly situated former employees of Defendant are entitled to recover  
14 general and compensatory damages, including unpaid wages, punitive damages, interest,  
15 attorneys' fees, and costs under California Government Code section 12940 *et seq.* Plaintiffs'  
16 complaint also contains a cause of action for wrongful discharge in violation of public policy,  
17 including violation of California Government Code sections 12940 and 12941, and seeks general  
18 and compensatory damages, including unpaid wages, punitive damages, interest, attorneys' fees,  
19 and costs.

20 2. Plaintiffs believe the Action is meritorious as described in their complaint, and that  
21 this case is appropriate for class certification under California law. Plaintiffs have considered the  
22 expense and length of continued proceedings necessary to continue the Action against Defendant  
23 through class certification, pre-trial motions, trial, and any possible appeals. Plaintiffs have also  
24 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties  
25 inherent in such litigation. Plaintiffs are also aware of the burdens of proof necessary to establish  
26 suitability of the case as a class action, liability for the claims asserted in the Action, Defendant's  
27 defenses thereto, and the difficulties in establishing Plaintiffs' damages. Plaintiffs have also  
28 considered the settlement negotiations conducted by the Parties and the recommendations of the

1 mediator (Antonio Piazza, Esq.), who is highly experienced in employment litigation and in  
2 complex class litigation. Based on the foregoing, Plaintiffs have determined that this Settlement  
3 is fair, adequate and reasonable, and in the best interests of the Settlement Class defined below.  
4 Should this Settlement not be finally approved by the Court, neither this Stipulation of Settlement  
5 nor any documents referred to herein, nor any action taken to carry out the Parties' Settlement is,  
6 or may be construed as or may be used as, an admission by or against the Plaintiffs as to the  
7 merits or lack thereof of the claims asserted by Plaintiffs.

8       3.     Defendant denies any liability or wrongdoing of any kind associated with the  
9 claims alleged in Plaintiffs' complaint. Defendant contends, among other things, that at all times  
10 it has fully complied with the California Government Code, and that Plaintiffs and similarly  
11 situated employees were paid all wages owing to them under California law.

12       4.     The Parties have conducted significant discovery and investigation of the facts and  
13 law both before and after the Action was filed. Such discovery and investigation have included,  
14 *inter alia*, the exchange of information pursuant to extensive informal discovery, meetings and  
15 conferences, two mediation sessions, and interviews of potential witnesses. Although formal  
16 discovery was stayed, the Parties exchanged and analyzed extensive electronic data, including  
17 information regarding Defendant's March 28, 2007 terminations which form the basis of  
18 Plaintiffs' complaint, documents reflecting Defendant's relevant policies and procedures,  
19 information relevant to the size and composition of the putative classes of former employees  
20 alleged in the complaint, documents regarding the implementation of the March 28, 2007  
21 terminations, and information relevant to the damages alleged in the complaint. The Parties each  
22 hired experts to analyze employment data for class representatives and putative class members.  
23 On April 21, 2008 and May 15, 2008, the Parties participated in mediation sessions with mediator  
24 Antonio Piazza in San Francisco. The Parties subsequently reached a tentative agreement to settle  
25 the case, agreed on the key terms of the tentative settlement, and continued to negotiate specific  
26 terms of the settlement. The Parties now enter into this detailed, formalized settlement agreement  
27 to submit to the Court for approval in accordance with their earlier tentative agreement.

28       ///

1       5. For purposes of settling this lawsuit only, the Parties conditionally stipulate and  
2 agree that the requisites for establishing class certification are met with respect to a single  
3 "Settlement Class" as defined below, and stipulate to certification of this Settlement Class for  
4 purposes of this settlement only.

5       6. The Settlement Class shall be composed exclusively of "Class Members." A  
6 "Class Member" shall be defined as follows:

7           All persons who were employed by Circuit City in California and  
8 who were at least forty (40) years of age as of March 28, 2007, and  
9 whose employment with Circuit City was terminated on or about  
March 28, 2007 or shortly thereafter in relation to their wage rates.

10       7. For purposes of this settlement only, the Parties further conditionally stipulate and  
11 agree that:

12           a. The members of the Settlement Class are so numerous as to make it  
13 impracticable to join all Class Members.  
14           b. The Settlement Class is ascertainable.  
15           c. There are common questions of law and fact including, but not necessarily  
16 limited to, the following:

17               1) Whether the wage management initiative constitutes a  
18 companywide decision and/or policy, which was applied throughout the State of California, in a  
19 common scheme to terminate age-protected workers;

20               2) Whether the Defendant's March 28, 2007 terminations had a  
21 disparate impact on older workers in violation of the California Fair Employment and Housing  
22 Act (Government Code section 12940 *et seq.*);

23               3) Whether the Defendant had a valid business necessity defense that  
24 would have barred liability even if the terminations did disparately impact older workers;

25               4) Whether the implementation of the "wage management initiative"  
26 had the purpose of discriminating against older workers;

27               5) Whether Defendant engaged in the conduct alleged with malice,  
28 fraud or oppression under California law.

1 d. Plaintiffs' claims are typical of the claims of the members of the Settlement  
2 Class.

3 e. The deRubertis Law Firm and Allred, Maroko & Goldberg shall be deemed  
4 "Class Counsel" and will fairly and adequately protect the interests of the Class Members.

5 f. The prosecution of separate actions by individual members of the  
6 Settlement Class would create the risk of inconsistent or varying adjudications, which would  
7 establish incompatible standards of conduct.

8 g. Questions of law and fact common to the members of the Settlement Class  
9 predominate over questions affecting individual members of those classes, and a class action is  
10 superior to other available means for the fair and efficient adjudication of the controversy.

11       8.     It is the desire of the Parties to fully, finally, and forever settle, compromise, and  
12     discharge all disputes and claims that exist between them arising from or related to the lawsuit or  
13     the Class Members' termination of employment in or about March of 2007 from Circuit City. In  
14     order to achieve a full and complete release of Defendant (and the Releasees as defined in  
15     Paragraph 9) of such disputes and claims, each Class Member (which includes any legal heirs  
16     and/or successors-in-interest of each Class Member), through execution of the Stipulation of  
17     Settlement by the Class Representatives, acknowledges that this Stipulation of Settlement is  
18     intended to include in its effect all claims arising from or related to the lawsuit or the Class  
19     Members' termination of employment in or about March of 2007, exclusive only of claims the  
20     Class Members may have under the related case of *Moncayo, et al. v. Circuit City*, Los Angeles  
21     Superior Court Case No. BC368973, contained in this Settlement, including all claims set forth in  
22     paragraph 28 of this Stipulation of Settlement, which each Class Member does not know or  
23     suspect to exist in his or her favor against Defendant. The Settlement Class, including Plaintiffs  
24     and each Class Member, waives all rights and benefits afforded by section 1542 of the Civil Code  
25     of the State of California with respect to such disputes and claims, and does so understanding the  
26     significance of that waiver. Section 1542 provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time**

of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3       9. It is the intention of the Parties that this Stipulation of Settlement shall constitute a  
4 full and complete settlement and release all claims arising from or related to the lawsuit or the  
5 Class Members' termination of employment in or about March of 2007, including, without  
6 limitation, any and all claims under state and federal law for unpaid damages, penalties and  
7 attorneys' fees arising from the Class Members' termination of employment in or about March of  
8 2007, and, as encompassed by the class definition, exclusive only of claims the Class Members  
9 may have under the related case of *Moncayo, et al. v. Circuit City*, Los Angeles Superior Court  
10 Case No. BC368973, which release shall include in its effect Circuit City Stores, Inc., and each of  
11 their present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners,  
12 directors, employees, agents, attorneys, insurers, predecessors, successors and assigns and each  
13 and all of their respective officers, partners, directors, servants, agents, shareholders, employees,  
14 representatives, accountants, insurers, and attorneys, past, present, and future, and all persons  
15 acting under, by, through, or in concert with any of them (collectively, the "Releasees").

16 10. Class Counsel has conducted a thorough investigation into the facts of the class  
17 action, including an extensive review of relevant documents and electronic data, and has  
18 diligently pursued an investigation of Class Members' claims against Defendant. Prior to the  
19 Parties' tentative agreement to settle this case, Class Counsel examined extensive data pertaining  
20 to Class Members, including dates of employment and termination, data regarding Class  
21 Members' age and compensation rates, documents regarding the March 28, 2007 terminations,  
22 and Class Members' potential damages. Based on the foregoing data, data developed during  
23 discovery, and its own independent investigation and evaluation, Class Counsel is of the opinion  
24 that this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class  
25 Members in light of all known facts and circumstances, including the risk of significant delay,  
26 defenses asserted by Defendant to class certification and liability, and numerous potential  
27 appellate issues.

28 //

1       11. The Parties agree to cooperate and to take all steps necessary and appropriate to  
2 dismiss this action with prejudice after all payments described herein have been made.

3       12. In order for Defendant to make payment to a Class Member, it is necessary for the  
4 Class Member to provide certain information and confirm his or her identity and address. This  
5 Settlement provides that Defendant will make payments of specified sums to every Class Member  
6 who does not opt out of the Settlement and provides the information necessary to make payment  
7 by submitting a timely Claim Form. This Settlement establishes a Maximum Class Payment from  
8 which claims are paid, and establishes an individual entitlement for each Class Member who  
9 provides the necessary information by submitting a valid, timely Claim Form.

10       13. This Settlement provides for a "claims made" process requiring Defendant to make  
11 a maximum payment of FIFTEEN MILLION DOLLARS (\$15,000,000.00) that shall be referred  
12 to herein as the "Maximum Payment." The Maximum Payment represents the maximum amount  
13 that Defendant shall make toward the settlement of this action (except that Defendant shall also be  
14 responsible for the employer's share of payroll taxes in addition to the Maximum Payment). The  
15 Maximum Payment includes Class Counsel's attorneys' fees and costs, the enhancement  
16 payments to the Class Representatives, and all costs of administration of this Settlement. Under  
17 no circumstances shall Defendant be required to make any payment in excess of the Maximum  
18 Payment.

19       14. The Parties agree to work together expeditiously to obtain preliminary and final  
20 approval of this Settlement. The parties agree that California Code of Civil Procedure section 384  
21 is not applicable to this Settlement. Neither Plaintiffs nor Class Counsel shall take, or cause any  
22 other person to take, a position before the Court that California Code of Civil Procedure section  
23 384 applies to this Settlement.

24       15. In the event that more than 10% of the Class Members exclude themselves from  
25 the settlement by timely returning Request for Exclusion forms to the Claims Administrator,  
26 Defendant may, at its sole option, rescind this Stipulation. In order to exercise its rights under  
27 this paragraph, Defendant must give written notice to Class Counsel and to the Court no later than  
28

1 fifteen (15) days after the deadline for Class Members to submit Request for Exclusion forms to  
2 the Claims Administrator.

3       16. The "Maximum Class Payment" will consist of the portion of the Maximum  
4 Payment remaining after subtraction of Court-approved attorneys' fees and costs, enhancement  
5 awards to Class Representatives, and costs of administration. The Parties estimate that the  
6 Maximum Class Payment will total approximately ELEVEN MILLION ONE HUNDRED  
7 FORTY THOUSAND DOLLARS (\$11,140,000.00) if all fees, costs, and enhancements are  
8 approved by the Court.

9           17.    100% of the Maximum Class Payment shall be available for distribution to Class  
10 Members.

11        18. Each Class Member who submits a valid, timely Claim Form shall be entitled to a  
12 share of the Class Payment based on the formula set forth below in paragraph 20(d).

13        19. For tax purposes the Parties agree to allocate 25% of any amounts paid to Class  
14 Members as wages, and 75% to non-wages, reportable on IRS Form 1099, as required.

## **TERMS OF SETTLEMENT**

16       20. NOW, THEREFORE, in consideration of the mutual covenants, promises, and  
17 warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

18                   a.        This lawsuit and any claims, damages, or causes of action arising out of the  
19 dispute which is the subject of this lawsuit, or related to the Class Members' termination of  
20 employment in or about March of 2007, shall be settled and compromised as between the  
21 Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation of  
22 Settlement and the approval of the Superior Court of Los Angeles County. In the event that the  
23 Court does not execute and file the Order of Final Approval, or in the event that the Order of  
24 Final Approval does not become final for any reason, or in the event that this Settlement is  
25 modified in any material respect, or in the event that the Settlement Date, as defined herein, does  
26 not occur, this Stipulation of Settlement shall be deemed null and void *ab initio* and shall be of no  
27 force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.

5. **c. Initial Reductions from the Maximum Payment:**

21                   2)    Administration Costs: The Parties have selected Rosenthal &  
22 Company as the "Claims Administrator" in this action. Reasonable administration fees and costs  
23 shall be paid to the Claims Administrator for work performed and expenses incurred in  
24 administration of this Settlement; provided, however, that such administration costs shall not  
25 exceed Fifty Thousand Dollars (\$50,000.00). All payments to the Claims Administrator shall be  
26 deducted from the Maximum Payment subject to Court approval.

1 Dollars (\$15,000.00) each to Plaintiffs Daniel Weidler, Michael Yezback, Eloise Garcia, and  
2 Angie Duron, for a total of Sixty Thousand Dollars (\$60,000.00) in consideration for serving as  
3 Class Representatives. The enhancement awards are in addition to the claim share to which the  
4 Class Representatives are entitled along with other claiming Class Members.

5                   d. Payments to Class Members: In consideration for this Settlement and the  
6 release of all claims of the Settlement Class against Defendant, Defendant agrees to pay to each  
7 member of the Settlement Class who submits a valid, timely claim a share of the Maximum Class  
8 Payment.

9                   The Maximum Class Payment will be divided among the Class Members by a formula  
10 based on the number of years of service prior to termination in or about March 2007. The  
11 determination of each Class Member's years of service shall be made by the claims administrator  
12 based on company records. Each Class Member shall automatically receive one (1) point (the  
13 initial point). Then, for each five (5) years of service, a class member shall receive an additional  
14 point. For example, a Class Member who worked two (2) years shall receive one (1) point total  
15 (the initial point). A Class Member who worked seven (7) years shall receive two (2) points (the  
16 initial point plus an additional point upon completing five (5) years of service).

17                   At the conclusion of the claims period, the claims administrator shall determine the total  
18 number of points attributable to valid, timely claims and the total number of points attributable to  
19 Class Members who do not submit valid claims and/or opt-out. The claims administrator will  
20 then divide the Maximum Class Payment by the total number of points attributed to all Class  
21 Members, including those who did not submit a valid claim or opted out. This calculation will  
22 result in a specific dollar value per point for all Class Members, regardless of whether the Class  
23 Member submitted a claim or opted out.

24                   Following the determination of the specific dollar value per point, the claims administrator  
25 will deduct from the Maximum Class Payment the amount of dollars attributable to those Class  
26 Members who do not submit valid, timely claims and/or opt-out. The remaining amount of the  
27 Maximum Class Payment shall be distributed to the Class Members who submitted valid, timely  
28 claims. Each Class Members' respective payment shall be calculated by multiplying the Class

1 Member's number of points by the dollar value per point.

2 21. Treatment of Unclaimed Portions of Maximum Class Payment: To the extent that  
3 any Class Member fails to make a claim, the portion of the Maximum Class Payment initially  
4 allocated to that Class Member will remain the property of Defendant.

5 22. Funding and Payout of Settlement:

6 a. Settlement Funding Deadline: Within ten (10) business days of the  
7 "Effective Date" of final approval by the Court, the Claims Administrator will notify Defendant  
8 and Class Counsel of the actual amount to be paid under the Settlement, including the payment of  
9 claims administration costs, all payments for Class Counsel's attorneys' fees and costs,  
10 enhancement payments to the four Class Representatives, and the claims of all individual Class  
11 Members. Within twenty (20) days of said notification, Defendant will transfer funds to the  
12 Claims Administrator sufficient to make all such payments. The Effective Date of the Settlement  
13 shall be the date of final approval if no objections are filed to the settlement. If objections are  
14 filed and overruled, and no appeal is taken of the final approval order, then the Effective Date of  
15 final approval shall be sixty-five (65) days after the trial court enters final approval. If an appeal  
16 is taken from the Court's overruling of objections to the settlement, then the Effective Date of  
17 final approval shall be twenty (20) days after the appeal is withdrawn or after an appellate  
18 decision affirming the final approval decision becomes final.

19 b. Settlement Payout Timetable: Within thirty (30) business days of the  
20 "Effective Date" of final approval of the settlement, the Claims Administrator will pay all claims,  
21 and Court-approved attorneys' fees, costs, and enhancement payments. No money will be  
22 distributed unless and until the Effective Date of final approval occurs.

23 23. Miscellaneous Provisions regarding Settlement Funds:

24 a. Tax Treatment of Claim Share Portion of Settlement Payments: Of the  
25 amount to be paid to Class Members, 25% is allocated to wages, and 75% to non-wages. The  
26 Claims Administrator will be responsible for all required withholdings for portions of any  
27 payments designated as wages. Each Class Member who receives a payment under this  
28 Settlement will receive an IRS Form W-2 from the Claims Administrator for his or her portion of

1 the amount treated as wages and will be responsible for correctly characterizing this compensation  
2 for tax purposes and for payment of any taxes owing on said amount. If required, each Class  
3 Member will receive an IRS Form 1099 from the Claims Administrator for his or her portion of  
4 the amount treated as interest or non-wage claims and will be responsible for correctly  
5 characterizing this compensation for tax purposes and for payment of any taxes owing on said  
6 amount.

7 b. Tax Treatment of Class Representative Enhancement Award: Class  
8 Representatives will receive an IRS Form 1099 for their individual enhancement award, and will  
9 be responsible for correctly characterizing this additional compensation for tax purposes and for  
10 the payment of any taxes owing on said amount.

11 c. Resolution of Disputes Relating To Amount of Claim to be Paid to Class  
12 Member: A "Qualified Claimant" will be defined as an individual in the Settlement Class who  
13 timely submits a Claim Form signed under the penalty of perjury. If a Qualified Claimant timely  
14 disputes Defendant's records (on a Claim Form) as to the dates that he or she met the definition of  
15 a Class Member, or as to the proper size of his or her claim, the Parties' counsel will make a good  
16 faith effort to resolve the dispute informally. If they cannot agree, the dispute shall be submitted  
17 to the Claims Administrator, who shall examine Defendant's records and make a good faith  
18 determination, which determination shall be final.

19 d. Right to Rescission: Notwithstanding any other provision of this  
20 Stipulation of Settlement, Defendant shall retain the right, in the exercise of its sole discretion, to  
21 nullify the settlement within fifteen (15) days of expiration of the opt-out deadline, if more than  
22 10% of the Class Members opt out of the settlement by timely submitting Request for Exclusion  
23 forms. In the event of such a rescission, no party may use the fact that the Parties agreed to settle  
24 this case as evidence of Defendant's liability in this lawsuit or the lack thereof. All signatories  
25 and their counsel must not encourage opt-outs. Class Counsel and Class Representatives  
26 specifically agree not to solicit opt-outs, directly or indirectly, through any means.

27

28

**NOTICE TO THE PLAINTIFF CLASS**

2       24. The Parties agree that within ten (10) days after preliminary approval of this  
3 settlement agreement, Defendant will provide to the Claims Administrator all of the following  
4 information about each Class Member in a format requested by the Claims Administrator:  
5 (1) name; (2) last known home address; (3) Social Security number; (4) the dates of employment  
6 of each Class Member. The Claims Administrator will perform address updates and verifications  
7 as necessary prior to the first mailing. Within twenty (20) days after preliminary approval, and  
8 subject to the approval of the Court, the Claims Administrator will mail a Notice of Proposed  
9 Class Action Settlement (“Notice”) in the form attached hereto as Exhibit “A” to each Class  
10 Member, by first class mail. Attached to the Notice will be a Claim Form and Request for  
11 Exclusion Form, in the forms attached hereto as Exhibits “B” and “C,” respectively.

## **CLAIM PROCESS**

13        25. Class Members will be permitted no more than forty-five (45) days from the date  
14 the notices are mailed by the Claims Administrator to postmark or fax Claim Forms back to the  
15 Claims Administrator. Class Members will also have forty-five (45) days from the date the  
16 Notices are mailed by the Claims Administrator to postmark objections and/or Requests For  
17 Exclusion. The Claims Administrator will perform two skip-traces on returned mail and re-mail  
18 claim forms to an updated address (if any) within fifteen (15) business days of receipt of the  
19 returned mail. It is the intent of the Parties that reasonable means be used to locate Class  
20 Members. Any portion of the Maximum Class Payment not timely claimed shall be retained by  
21 Defendant.

22        26. Within five (5) business days of receipt by the Claims Administrator of each timely  
23 submitted Claim Form, the Claims Administrator will send a deficiency notice to the Class  
24 Member for any irregularities in the completed Claim Form. The deficiency notice will provide  
25 the Class Members no more than fifteen (15) days from the mailing of the deficiency notice to  
26 postmark the response to any deficiencies in writing. The failure of a Class Member to execute a  
27 Claim Form under penalty of perjury, timely submit a claim form, or timely submit a response to  
28 any deficiency notice shall invalidate a claim and will not be considered deficiencies subject to

1 cure, unless counsel for both of the Parties stipulate to allow cure.

2 27. All original Claim Forms shall be sent or faxed directly to the Claims  
3 Administrator at the address indicated on the Claim Form. Defendant has made a good faith  
4 effort to identify all class members and will provide a detailed list of such class members to the  
5 Claims Administrator on an Excel spreadsheet or in such other format as requested by the Claims  
6 Administrator. The Claims Administrator will certify jointly to Class Counsel and Defendant's  
7 counsel which claims were timely filed. The Claims Administrator shall be responsible for  
8 calculating the payment to each Class Member, issuing checks, withholding of all required state  
9 and federal taxes, and mailing the payments. Upon completion of the claims period, the Claims  
10 Administrator shall provide Plaintiffs and Defendant with a report listing the amount of all  
11 payments to be made to each Qualified Claimant. Proof of payment will be filed with the Court  
12 and provided to the Parties' counsel.

13 **RELEASE BY THE CLASS**

14 28. Upon final approval by the Court, the Settlement Class, and each Class Member  
15 who has not submitted a valid Request For Exclusion form, will release Circuit City, and each of  
16 their present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners,  
17 directors, employees, agents, attorneys, insurers, predecessors, successors and assigns and each  
18 and all of their respective officers, partners, directors, servants, agents, shareholders, employees,  
19 representatives, accountants, insurers, and attorneys, past, present, and future, and all persons  
20 acting under, by, through, or in concert with any of them (collectively, the "Releasees"), from any  
21 and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,  
22 damages, action, or causes of action, contingent or accrued, that relate to the Class Members'  
23 termination of employment in or about March of 2007 from Circuit City, exclusive only of claims  
24 the Class Members may have under the related case of *Moncayo, et al. v. Circuit City, Los*  
25 *Angeles Superior Court Case No. BC368973*, under any federal, state, or local law, including  
26 without limitation: allegations of discrimination, wrongful termination, harassment, retaliation,  
27 the nonpayment of wages under any federal, state, or local law; allegations of the failure to pay  
28 penalties under the California Labor Code (including without limitation penalties under Labor

1 Code sections 203 and 226); or any other termination related allegations that could have been  
2 alleged in or that arise from the complaint, including without limitation all claims arising under  
3 the FLSA, the California Labor Code or Business and Professions Code (including section  
4 17200), or the IWC Wage Orders, claims for restitution and other equitable relief, conversion,  
5 liquidated damages, punitive damages, waiting time penalties, penalties of any nature whatsoever,  
6 retirement, health benefits, stock options, stock deferred compensation benefits, or any other  
7 benefit claimed on account of unpaid wages, whether known or unknown, and all attendant  
8 attorneys' fees and costs, arising therefrom.

9       29. Upon final approval by the Court, the Settlement Class and each Class Member  
10 who has not submitted a valid Request For Exclusion form will expressly waive any and all rights  
11 they may have under the Older Workers Benefits Protection Act (OWBPA). This Agreement is  
12 intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C.  
13 § 626(f) and to effectuate the release by the Settlement Class, and each Class Member who has  
14 not submitted a valid Request For Exclusion form, of any potential claims under the Federal Age  
15 Discrimination in Employment Act. The release of such potential claims shall not become  
16 effective or enforceable until the eighth day after the deadline for submitting a Claim Form  
17 ("Enforceable Date"). In other words, any Class Member who submits a Claim Form may revoke  
18 their claim within seven (7) days of the expiration of the claims period, which ends on DATE. In  
19 order to be effective, a revocation must be in writing and received by the Claims Administrator,  
20 by 5:00 p.m. not later than the seventh day after the end of the claims period. Class Members are  
21 advised to consult with Class Counsel or another attorney regarding this Settlement. This  
22 Settlement does not waive or release any rights or claims that any Class Member may have under  
23 the Age Discrimination in Employment Act that arise after the date of final approval by the Court.

24       Plaintiffs acknowledge and agree that they have read and understand the terms and  
25 conditions of this Agreement; that they understand that by entering into this Agreement, the  
26 Settlement Class is giving up potentially valuable legal rights and intends to be bound by all the  
27 terms and conditions set forth herein; that the Settlement Class is entering into this Agreement  
28 freely, knowingly and voluntarily; that this Agreement advised them in writing that they may

1 consult with an attorney before executing this Agreement, if desired; that they have obtained and  
2 considered such legal counsel as she deems necessary.

3 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

4 30. The Parties shall promptly submit this Stipulation of Settlement to the Court in  
5 support of a request for preliminary approval and determination by the Court as to its fairness,  
6 adequacy, and reasonableness. Promptly upon execution of this Stipulation of Settlement, the  
7 Parties shall apply to the Court for the entry of a preliminary order substantially in the following  
8 form:

9 a. Scheduling a fairness hearing on the question of whether the proposed  
10 settlement, including payment of attorneys' fees and costs, claims administration costs, and the  
11 Class Representatives' enhancement awards, should be finally approved as fair, reasonable, and  
12 adequate as to the members of the Class;

13 b. Certifying the Class for purposes of settlement;  
14 c. Certifying this action under California Code of Civil Procedure section 382  
15 and California Rules of Court, rule 3.760 *et seq.* as a class action for purposes of settlement;  
16 d. Approving as to form and content the proposed Notice;  
17 e. Approving as to form and content the proposed Claim Form;  
18 f. Approving as to form and content the proposed Request for Exclusion  
19 form;

20 g. Directing the mailing of the Notice, Claim Form and Request for Exclusion  
21 form by first class mail to the Class Members;

22 h. Preliminarily approving the settlement subject only to the objections of  
23 Class Members and final review by the Court;

24 i. Preliminarily approving Class Counsel's attorneys' fees and costs subject  
25 to final review of the Court;

26 j. Preliminarily approving Class Representatives' enhancement awards  
27 subject to final review of the Court;

28 k. Preliminarily approving the payment of fees and costs to the Claims

1 Administrator for administration of this Settlement, subject to final review of the Court.

2 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

3 31. Following final approval of the settlement provided for in this Stipulation of  
4 Settlement, Class Counsel will submit a proposed final order:

- 5 a. Approving the Settlement, adjudging the terms thereof to be fair,  
6 reasonable, and adequate, and directing consummation of its terms and provisions;
- 7 b. Approving the award of attorneys' fees and costs to Class Counsel;
- 8 c. Approving the enhancement award to Plaintiffs;
- 9 d. Approving the payment of fees and costs of administration to the Claim

10 Administrator; and

11 e. Dismissing this Action on the merits and with prejudice and permanently  
12 barring all members of the Settlement Class from prosecuting against Releasees, any individual or  
13 class claims arising out of the acts, facts, transactions, occurrences, representations, or omissions  
14 set forth in the lawsuit, that were or could have been asserted in the Action, through the date of  
15 the final approval of this Settlement upon satisfaction of all payments and obligations hereunder.

16 **PARTIES' AUTHORITY**

17 32. The signatories hereto hereby represent that they are fully authorized to enter into  
18 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions hereof.

19 **MUTUAL FULL COOPERATION**

20 33. The Parties agree to fully cooperate with each other to accomplish the terms of this  
21 Stipulation of Settlement, including but not limited to, execution of such documents and to take  
22 such other action as may reasonably be necessary to implement the terms of this Stipulation of  
23 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all  
24 efforts contemplated by this Stipulation of Settlement and any other efforts that may become  
25 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the  
26 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,  
27 Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all  
28 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

**NO PRIOR ASSIGNMENTS**

34. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

**NO ADMISSION**

7       35. Nothing contained herein, nor the consummation of this Stipulation of Settlement,  
8 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on  
9 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement  
10 with the intention to avoid further disputes and litigation with the attendant inconvenience and  
11 expenses.

## CONSTRUCTION

13        36. The Parties hereto agree that the terms and conditions of this Stipulation of  
14 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and  
15 that this Stipulation of Settlement shall not be construed in favor of or against any party by reason  
16 of the extent to which any party or his, her, or its counsel participated in the drafting of this  
17 Stipulation of Settlement.

## CAPTIONS AND INTERPRETATIONS

19       37. Paragraph titles or captions contained herein are inserted as a matter of  
20 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
21 Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is  
22 contractual and not merely a recital.

## **MODIFICATION**

24       38. This Stipulation of Settlement may not be changed, altered, or modified, except in  
25 writing and signed by the Parties hereto, and approved by the Court. This Stipulation of  
26 Settlement may not be discharged except by performance in accordance with its terms or by a  
27 writing signed by the Parties hereto.

## INTEGRATION CLAUSE

2       39. This Stipulation of Settlement contains the entire agreement between the Parties  
3 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous  
4 agreements, understandings, representations, and statements, whether oral or written, and whether  
5 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived  
6 except in writing.

## **BINDING ON ASSIGNS**

8       40. This Stipulation of Settlement shall be binding upon and inure to the benefit of the  
9 Parties hereto and their respective heirs, trustees, executors, administrators, successors, and  
10 assigns.

## **SIGNATORIES**

12       41. It is agreed that because of the large number of Class Members, it is impossible or  
13 impractical to have each Class Member execute this Stipulation of Settlement. The Notice  
14 (Exhibit "A" hereto) will advise all Class Members of the binding nature of the release and such  
15 shall have the same force and effect as if this Stipulation of Settlement were executed by each  
16 member of the Class.

## PUBLIC COMMENT

18       42. All of the Parties and their counsel agree that they shall not share or have any  
19 communications with any member of the media other than to say that "the matter has been  
20 resolved to the mutual satisfaction of the Parties."

**NO RETALIATION BY DEFENDANT**

22       43.    Defendant shall not take any adverse employment action or otherwise target,  
23   retaliate, or discriminate against any of the Plaintiffs or Class Members by reason of the fact that  
24   any of them: (a) instituted or in any way participated in this Action, or (b) elects or indicates an  
25   intention to participate or not to participate in the Settlement memorialized in this Stipulation of  
26   Settlement or any order entered by the Court approving its terms.

## COUNTERPARTS

2       44. This Stipulation of Settlement may be executed in counterparts, and when each  
3 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
4 original, and, when taken together with other signed counterparts, shall constitute one Stipulation  
5 of Settlement, which shall be binding upon and effective as to all Parties.

6 | DATED: \_\_\_\_\_

## CIRCUIT CITY STORES, INC.

By: John H. Smith  
NAME: John H. Smith  
Title: Senior VP, General Counsel + Secy

DATED: Sept 17, 2008

PAUL, PLEVIN, SULLIVAN &  
CONNAUGHTON LLP

By:   
E. JOSEPH CONNAUGHTON  
JEFFREY P. AMES  
Attorneys for Defendant  
CIRCUIT CITY STORES, INC.

7 | DATED:

DANIEL E. WEIDLER

DATED:

MICHAEL F. YEZBACK

2 DATED:

**ELOISE GARCIA**

4 DATED:

---

**ANGIE DURON**

## COUNTERPARTS

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5 of Settlement, which shall be binding upon and effective as to all Parties.

6 DATED: 9 17 08

## CIRCUIT CITY STORES, INC.

E.  
Bv

NAME \_\_\_\_\_  
Title Senior VP, General Counsel + Secy

DATED: Sept 7, 2008

PAUL, PLEVIN, SULLIVAN &  
CONNAUGHTON LLP

2. *U. S. Fish Commission, Annual Report, 1881*, p. 100.

By: E. JOSEPH CONNAUGHTON  
JEFFREY P. AMES  
Attorneys for Defendant  
CIRCUIT CITY STORES, INC.

DATED: 9/19/08

Daniel E. Weidler  
DANIEL E. WEIDLER

DATED: \_\_\_\_\_

MICHAEL F. YEZBACK

2 DATED: \_\_\_\_\_

**ELOISE GARCIA**

DATED: \_\_\_\_\_

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ANGIE DUBON

27

**ANGIE DURON**

## COUNTERPARTS

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5 of Settlement, which shall be binding upon and effective as to all Parties.

6 | DATED: \_\_\_\_\_

## CIRCUIT CITY STORES, INC.

By John H. O'Neil  
NAME John H. O'Neil  
Title Senior VP, General Counsel + Secy

DATED: SEPT 17, 2008

PAUL, PLEVIN, SULLIVAN &  
CONNAUGHTON LLP

17 DATED:

DANIEL E. WEIDLER

DATED: 9/19/08

MICHAEL EYEZBACK

22 DATED:

ELOISE GARCIA

24 DATED:

---

ANGIE DURON

## COUNTERPARTS

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4 original, and, when taken together with other signed counterparts, shall constitute one Stipulation  
5 of Settlement, which shall be binding upon and effective as to all Parties.

6 DATED: \_\_\_\_\_

## CIRCUIT CITY STORES, INC.

By

NAME \_\_\_\_\_  
Title Senior VP, General Counsel + Secy

10 DATED: Sept 17, 2008

PAUL, PLEVIN, SULLIVAN &  
CONNAUGHTON LLP

12  
13  
14  
15  
16

By: E. JOSEPH CONNAUGHTON  
JEFFREY P. AMES  
Attorneys for Defendant  
CIRCUIT CITY STORES, INC.

17 DATED: \_\_\_\_\_

DANIEL E. WEIDLER

19 DATED: \_\_\_\_\_

MICHAEL F. YEZRACK

21  
22 DATED: 7/19/08

MICHAEL F. YEZBACK  
  
Michael F. Yezback

24 DATED: \_\_\_\_\_  
25

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ANGIE DURON

PAUL, PLEVIN,  
SULLIVAN &  
DONNAUGHTON LLP

**JOINT STIPULATION OF SETTLEMENT  
AGREEMENT AND RELEASE OF CLASS  
ACTION CLAIMS**

## COUNTERPARTS

2       44. This Stipulation of Settlement may be executed in counterparts, and when each  
3 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an  
4 original, and, when taken together with other signed counterparts, shall constitute one Stipulation  
5 of Settlement, which shall be binding upon and effective as to all Parties.

6 DATED: \_\_\_\_\_

**CIRCUIT CITY STORES, INC.**

By:   
NAME \_\_\_\_\_  
Title Senior VP, General Counsel + Secretary

DATED: Sept 7, 2008

PAUL, PLEVIN, SULLIVAN &  
CONNAUGHTON LLP

By:   
E. JOSEPH CONNAUGHTON  
JEFFREY P. AMES  
Attorneys for Defendant  
CIRCUIT CITY STORES, INC.

17 DATED:

**DANIEL E. WEIDLER**

19 DATED:

MICHAEL F. YEZRACK

33 DATED:

ELOISE GARCIA

24 DATED: 9/19/08

ANGE DURON

1 DATED: 9-18-08

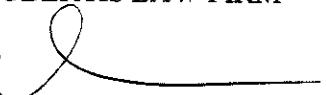
2  
3 ALLRED, MAROKO & GOLDBERG

4 By: 

5 NATHAN GOLDBERG  
6 Attorneys for Plaintiffs

7 DATED: 9/22/08

8 THE deRUBERTIS LAW FIRM  
9

10 By: 

11 DAVID deRUBERTIS  
12 Attorneys for Plaintiffs

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PAUL, PLEVIN,  
SULLIVAN &  
CONNAUGHTON LLP

JOINT STIPULATION OF SETTLEMENT  
AGREEMENT AND RELEASE OF CLASS  
ACTION CLAIMS

# **EXHIBIT A**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Case Name: *DANIEL E. WEIDLER, MICHAEL F. YEZBACK, ELOISE GARCIA, ANGIE DURON, individually and on behalf of a class of similarly situated individuals, v. CIRCUIT CITY STORES, INC.*, Superior Court of the State of California for the County of Los Angeles, Case No. BC369011.

TO: ALL PERSONS WHO WERE EMPLOYED BY CIRCUIT CITY IN CALIFORNIA WHO WERE AT LEAST FORTY (40) YEARS OF AGE AS OF MARCH 28, 2007 AND WHOSE EMPLOYMENT WITH CIRCUIT CITY WAS TERMINATED ON OR ABOUT MARCH 28, 2007 OR SHORTLY THEREAFTER IN RELATION TO THEIR WAGE RATES:

### **THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

1. YOU ARE HEREBY NOTIFIED that a proposed settlement ("Settlement") of the above-captioned class action litigation ("Litigation") pending in the Superior Court of California, County of Los Angeles, has been reached by the Parties and has been granted preliminary approval by the Court supervising the Litigation. The purpose of this Notice is to describe the Litigation, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in this Litigation. A Final Approval Hearing will be held on TIME AND DATE, to determine whether the Settlement should be granted final approval. Because your rights may be affected, it is extremely important that you read this Notice carefully. You must file a claim which is postmarked by DATE 45 DAYS AFTER MAILING OF NOTICE to participate in the Settlement. If you do not file a claim by DATE 45 DAYS AFTER MAILING OF NOTICE, you will not receive any payment from this settlement. Unless you choose to opt out of the Settlement, you will be bound by the Settlement if it is approved and by any order entered by the Court.

### SUMMARY OF THE LITIGATION

2. On April 4, 2007, Plaintiffs filed a proposed class action complaint in the Los Angeles County Superior Court, Case No. BC369011, captioned *DANIEL E. WEIDLER, MICHAEL F. YEZBACK, ELOISE GARCIA, individually and on behalf of a class of similarly situated individuals, v. CIRCUIT CITY STORES, INC.*
3. On September 4, 2007, Plaintiffs filed a First Amended Complaint ("FAC") captioned *DANIEL E. WEIDLER, MICHAEL F. YEZBACK, ELOISE GARCIA, ANGIE DURON, individually and on behalf of a class of similarly situated individuals, v. CIRCUIT CITY STORES, INC.* The FAC alleges that Plaintiffs and other similarly situated former employees of Defendant are entitled to recover general and compensatory damages, including unpaid wages, punitive damages, interest, attorneys' fees, and costs under California Government Code sections 12940 et seq. Plaintiffs' complaint also contains a cause of action for wrongful discharge in violation of public policy, including violation of Government Code section 12940 and 12941, and seeks general and compensatory damages, including unpaid wages, punitive damages, interest, attorneys' fees, and costs. You have received this Notice because Circuit City's records show that you were employed by Circuit City in California and were at least forty (40) years of age as of March 28, 2007, and your employment with Circuit City was terminated on or about March 28, 2007 or shortly thereafter in relation to your wage rate

### POSITIONS OF THE PARTIES

4. Plaintiffs believe they have filed a meritorious action as described in their complaint, and that this case is appropriate for class certification under California law.
5. Circuit City denies any liability or wrongdoing of any kind associated with the claims alleged in Plaintiffs' complaint. Circuit City contends, among other things, that at all times it has complied with the California Government Code and that it paid Plaintiffs and similarly situated employees all wages owing to them under California law.
6. Class Counsel has conducted a thorough investigation into the facts of the class action, including an extensive review of relevant documents, and has diligently pursued an investigation of Class Members' claims against Circuit City. Prior to the agreeing to the terms of a settlement, Class Counsel examined extensive data, including information regarding Circuit City's March 28, 2007 terminations which form the basis of Plaintiffs' complaint, documents reflecting Circuit City's relevant policies and procedures, information relevant to the size and composition of the putative classes of former employees alleged in the complaint, documents regarding the implementation of the March 28, 2007 terminations, and information relevant to the damages alleged in the complaint. Based on the foregoing data, data developed during discovery, and its own independent investigation and evaluation, Class Counsel

is of the opinion that this Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Circuit City, and numerous potential appellate issues.

7. Circuit City has also extensively investigated and researched factual and legal issues raised in the Litigation. Although Circuit City believes it has meritorious defenses to the Litigation, Circuit City has concluded that the further defense of this Litigation would be lengthy and expensive for all Parties. Circuit City has, therefore, agreed to settle this Litigation to put to rest all claims that are or could have been asserted against it in the Litigation.
8. The Court has made no ruling on the merits of Plaintiffs' claims and has determined only that certification of the class for *settlement purposes* is appropriate under California law.

#### **PRELIMINARY APPROVAL OF THE SETTLEMENT**

9. On DATE, the Court appointed the following attorneys as Co-Class Counsel to represent the Settlement Class in this Action:

David deRubertis  
The deRubertis Law Firm  
21800 Oxnard Street, Suite 1180  
Woodland Hills, CA 91367

Nathan Goldberg  
Michael Maroko  
Allred, Moroko & Goldberg  
6300 Wilshire Boulevard, Suite 1500  
Los Angeles, CA 90048

10. On DATE, for purposes of the Settlement, the Court certified the Settlement Class.
11. The Settlement Class consists of "Class Members." A "Class Member" is defined as: "All persons who were employed by Circuit City in California and who were at least forty (40) years of age as of March 28, 2007, and whose employment with Circuit City was terminated on or about March 28, 2007 or shortly thereafter in relation to their wage rates."
12. If you are a member of the Settlement Class, you will be bound by the proposed Settlement described below if it is approved, unless you make a written request for exclusion in the manner described below.

#### **SUMMARY OF SETTLEMENT TERMS**

13. **Maximum Payment.** The Agreement provides that Circuit City will pay up to \$15,000,000.00 to fully resolve the issues in the Litigation ("Maximum Payment"). After the following Court-approved deductions, the remaining amount ("Maximum Class Payment") will be distributed to Class Members who timely file claims.

- (a) **Deductions.** The following deductions will be made from the Maximum Payment:

- (i) **Attorneys' Fees and Costs Award.** The Court has appointed the deRubertis Law Firm and Allred, Maroko & Goldberg as Co-Class Counsel. As part of the Settlement approval process, Class Counsel will seek approval of an award of attorneys' fees and expenses (the "Fees and Expense Award") in a total amount of 25% of the Maximum Payment (\$3,750,000.00). Class Counsel shall not be permitted to petition the Court for any additional payments for fees, costs or interest and the Fees and Expense Award shall cover all attorneys' fees and costs, past, present, and future incurred in the Litigation. As part of the Settlement, you will not be required to pay Class Counsel for representing you in the Litigation.

- (ii) **Enhancements to the Plaintiffs.** The Court has approved enhancement payments of \$15,000.00 to each of the four named Plaintiffs for acting as representatives on behalf of the Settlement Class. These enhancements will be in addition to whatever payment they are otherwise entitled to receive as Class Members.

- (iii) **Administration Costs:** The Court has approved the Parties selection of CPT Group, Inc. as the "Claims Administrator" in this action. Reasonable administration fees and costs shall be paid to the Claims Administrator for work performed and expenses incurred in administration of this Settlement; provided, however, that such administration costs shall not exceed Fifty Thousand Dollars (\$50,000.00).

- (b) **Payment to Class Members: Plan of Allocation.** The approximately \$11,140,000.00 remaining after these deductions will be available for distribution to Class Members who timely file claims. Each Class Member who timely files a claim will receive a share of the Maximum Class Payment based on the Class Member's years of service

with Circuit City prior to their termination in or about March 2007. It is not possible at this point to provide you with an exact amount you are eligible to receive in the Settlement until the Court approves the final amount of attorneys' fees, enhancement payments, and administration costs. An estimate of how much you would be eligible to receive is included on your individual Claim Form included with this packet.

(c) Tax Matters. Twenty-five percent (25%) of the amount paid to each Settlement Class Member will be considered as wages and subject to standard wage-related deductions. IRS Forms W-2 and 1099 (and/or the equivalent California forms), if required, will be distributed to Settlement Class Members reflecting the payments they receive under the Settlement. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

(d) Unclaimed Funds. If not all Class Members participate in the Settlement, any unclaimed amounts shall be retained by Circuit City.

(e) Conditions of the Settlement. This Settlement is conditioned upon the Court entering an order approving the Settlement.

#### RELEASE OF CLAIMS

14. All Class Members who have not validly requested exclusion from the Settlement will be bound by the terms of the proposed Settlement if it is approved and if the Order of Final Approval becomes final.
15. The Settlement, if approved, shall constitute a full and complete settlement and release of all claims arising from, or related to, the Litigation, or related to any Class Member's termination of employment with Circuit City on or about March 28, 2007, including, without limitation, any and all claims under state and federal law for discrimination (including age discrimination), wrongful termination, harassment, retaliation, unpaid compensation, penalties and attorneys' fees arising from Defendant's termination of the Class Members on or about March 28, 2007, exclusive only of claims Class Members may have under the related case of *Moncayo, et al. v. Circuit City*, which release shall include in its effect Circuit City, and each of their present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, employees, agents, attorneys, insurers, predecessors, successors, and assigns, and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by, through, or in concert with any of them (collectively, the "Releasees"). This Settlement is specifically intended to satisfy the requirements of the Older Workers' Benefit Protection Act, and to effectuate the release by the Settlement Class, and each Class Member who does not submit a valid Request For Exclusion form, of any potential claims under the Federal Age Discrimination in Employment Act. As part of this Settlement, each Class Member who does not submit a valid Request for Exclusion form waives all rights and benefits afforded by the Older Workers Benefits Protection Act, 29 U.S.C. § 626(f). The release of such potential claims shall not become effective or enforceable until the eighth day after the deadline for submitting a Claim Form described in paragraph 17 of this Notice. ("Enforceable Date"). In other words, Class Members have 45 days in which to consider this Notice of Settlement and submit a claim. Any Class Member who submits a Claim Form may revoke their claim within seven (7) days of the expiration of the claims period, which ends on DATE. In order to be effective, a revocation must be in writing and received by the Claims Administrator, by 5:00 p.m. not later than the seventh day after the end of the claims period. Class Members are advised to consult with Class Counsel or another attorney regarding this Settlement. This Settlement does not waive or release any rights or claims that any Class Member may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement.
16. The Settlement Class, including Plaintiffs and each Class Member, waives all rights and benefits afforded by section 1542 of the Civil Code of the State of California with respect to such disputes and claims, and does so understanding the significance of that waiver. Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

#### PROCEDURE FOR MONETARY RECOVERY

17. If you want to participate in the Settlement and receive money under the Settlement, you must sign and date the enclosed Claim Form and mail or fax it no later than DATE, to the Claims Administrator.

18. A copy of your Claim Form is attached. (If you need an extra copy, contact the Claims Administrator or Class Counsel.) If any information provided on the Claim Form is incorrect, please make corrections. For example, if your address is incorrect, please indicate your correct address. Also, please provide your telephone number and any other indicated information referred to on your Claim Form if it is not provided. If you wish to have confirmation that the Claims Administrator has received your Claim Form, you may do so by sending it by certified U.S. Mail with a return-receipt request. If you wish to dispute any information used to calculate your share, you may do so by mailing notice to Class Counsel before the deadline for submitting your Claim Form. Class Counsel will attempt to resolve your dispute informally. If counsel cannot resolve the dispute informally, the dispute will be resolved by the Claims Administrator. In any event, the Claims Administrator must resolve any such disputes prior to final approval of this Settlement.
19. If you are a Class Member and you choose to participate in the Settlement, you will be bound by all of the provisions of the Settlement Agreement between the Parties, including a full release of claims that will prevent you from separately suing the Released Parties for the Released Claims settled in this case.
20. **ANY CLASS MEMBER WHO DOES NOT SUBMIT A TIMELY CLAIM FORM WILL NOT RECEIVE A SHARE OF THE SETTLEMENT AMOUNT. IF YOU DO NOTHING YOU WILL NOT BE ENTITLED TO A SHARE OF SETTLEMENT AMOUNT AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE, EVEN THOUGH YOU DID NOT RECEIVE ANY MONEY.**

**PROCEDURE FOR EXCLUSION**

21. Class Members may exclude themselves from (or "opt-out" of) the Settlement by returning the enclosed "Request For Exclusion" form to the Claims Administrator on or before DATE. Persons who submit valid and timely Request For Exclusion forms will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement.

**OBJECTIONS TO THE PROPOSED SETTLEMENT/FINAL SETTLEMENT HEARING**

22. The Court will hold a Final Approval Hearing on the Settlement Agreement in Department 324 of Superior Court of California, County of Los Angeles, located at 600 South Commonwealth Avenue, Los Angeles, California 90005, at \_\_\_\_\_ a.m. on DATE, at which time the Court will determine whether to grant final approval to the Settlement.
23. Any Class Member who wishes to object to the Settlement must file with the Court and serve on counsel for the parties a written statement objecting to the Settlement. Such written statement must be filed with the Court and served on counsel for the parties no later than forty-five (45) days after the date this Notice is first mailed. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been timely filed with the Court and served on counsel for the parties and the Claims Administrator. Any written objections, supporting papers and/or notices to appear at the Final Approval Hearing must clearly identify the case name and number (*Weidler, et al. v. Circuit City Stores, Inc.*, Case No. BC369011), must state the full name, address, date of birth, and dates of employment at Circuit City of the objector, and may be submitted to the Court either by mailing to: Clerk of the Court, Superior Court of California, County of Los Angeles, 600 South Commonwealth Avenue, Los Angeles, California 90005, or by filing in person at any location of the Superior Court, County of Los Angeles, that includes a facility for civil filings. Any written objections and briefs must be served on counsel for the parties at the following addresses:

Co-Class Counsel	Co-Class Counsel	Defendant's Counsel
Nathan Goldberg Michael Maroko Allred, Maroko & Goldberg 6300 Wilshire Boulevard Suite 1500 Los Angeles, CA 90048	David deRubertis The deRubertis Law Firm 21800 Oxnard Street, Suite 1180 Woodland Hills, CA 91367	E. Joseph Connaughton Jeffrey P. Ames Paul, Plevin, Sullivan & Connaughton LLP 401 B Street, Tenth Floor San Diego, CA 92101

24. Any Class Member who does not file with the Court and serve on counsel his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.
25. Any Class Member who is satisfied with the proposed Settlement need not appear at the Final Approval Hearing.

**CHANGE OF ADDRESS**

26. If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Litigation and the Settlement to be sent to a different address, you should supply your current preferred address to the Claims Administrator and to Class Counsel.

**EXAMINATION OF THE PAPERS AND ADDITIONAL INQUIRIES**

27. This Notice is only a summary of the Litigation and the proposed Settlement and is not comprehensive. For a more detailed statement of the matters involved in the Litigation and the proposed Settlement, you may refer to the pleadings, the parties' Joint Stipulation of Settlement Agreement and Release of Class Action Claims, and other papers filed in the Litigation, which may be examined in person at the Superior Court of California, County of Los Angeles, 600 South Commonwealth Avenue, Los Angeles, California 90005, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.
28. All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to Co-Class Counsel: Allred, Maroko & Goldberg, 6300 Wilshire Boulevard, Suite 1500, Los Angeles, California 90048, Telephone: 323-653-653, or The deRubertis Law Firm, 21800 Oxnard Street, Suite 1180, Woodland Hills, California 91367, Telephone: 818-227-8605. You may also retain your own attorney at your own expense.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, CIRCUIT CITY OR CIRCUIT CITY'S ATTORNEYS WITH INQUIRIES.**

**BY ORDER OF THE SUPERIOR COURT.**

# **EXHIBIT B**

**CLAIM FORM**

*Your estimated share of the Settlement is \$<<PRELIMINARY AMOUNT>>.*

Must be  
postmarked  
or received no  
later than  
[DATE]

Weidler, et al. v. Circuit City Stores, Inc.  
Claims Administrator  
[Address]  
[City, State, Zip]  
[Telephone Number], [Fax Number]

**CLAIMANT IDENTIFICATION**

Please Make any Name/Address Corrections Below:

<<First>> <<Last>>  
<<Address1>>  
<<Address2>>  
<<City>> <<State>> <Zip>>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
*Daytime Telephone Number*

(\_\_\_\_\_) \_\_\_\_\_  
*Evening Telephone Number*

\_\_\_\_\_  
*Social Security Number*

IN ORDER TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST SIGN AND RETURN THIS CLAIM FORM TO THE ADDRESS ABOVE BY FIRST CLASS U.S. MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE [DATE].

According to Circuit City's records, you were one of approximately 218 California employees of Circuit City who were at least forty (40) years of age as of March 28, 2007 and whose employment with Circuit City was terminated on or about March 28, 2007 or shortly thereafter, in relation to your wage rate.

Your portion of the settlement is based on your years of service with Circuit City prior to your termination in or about March 2007. If you complete and timely submit this Claim Form, the total payment you can expect to receive is approximately \$<<PRELIMINARY AMOUNT>>. If you believe the information above is incorrect, you may dispute this information by sending your corrections and supporting documentation to the Claims Administrator. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

**VERIFICATION**

By signing and submitting this Claim Form to the Claims Administrator, I acknowledge I want to participate in the settlement, I want to receive a settlement payment, and in return I release any claims that I may have against Circuit City and all of the Releasees, including any and all rights or claims that I may have under the Older Workers Benefits Protection Act (OWBPA), as described in the accompanying *Notice of Proposed Class Action Settlement*.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Sign your name here

\_\_\_\_\_  
Print your name here

\_\_\_\_\_  
Date

# **EXHIBIT C**

**REQUEST FOR EXCLUSION  
FROM PROPOSED CLASS ACTION SETTLEMENT**

I have received the Notice of Proposed Class Action Settlement in *Weidler et al. v. Circuit City, Inc.*, Los Angeles County Superior Court Case No. BC369011. I hereby request to be excluded from this class action lawsuit. I understand that because of this request, I will not receive any settlement payment.

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

LAST FOUR OF SSN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**TO BE EFFECTIVE, THIS REQUEST FOR EXCLUSION  
MUST BE MAILED AND POSTMARKED BY \_\_\_\_\_  
(45 DAYS FROM THE DATE OF THE MAILING OF THE NOTICE OF  
PROPOSED CLASS ACTION SETTLEMENT).**



## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Case Name: *DANIEL E. WEIDLER, MICHAEL F. YEZBACK, ELOISE GARCIA, ANGIE DURON, individually and on behalf of a class of similarly situated individuals, v. CIRCUIT CITY STORES, INC.*, Superior Court of the State of California for the County of Los Angeles, Case No. BC369011.

TO: ALL PERSONS WHO WERE EMPLOYED BY CIRCUIT CITY IN CALIFORNIA WHO WERE AT LEAST FORTY (40) YEARS OF AGE AS OF MARCH 28, 2007 AND WHOSE EMPLOYMENT WITH CIRCUIT CITY WAS TERMINATED ON OR ABOUT MARCH 28, 2007 OR SHORTLY THEREAFTER IN RELATION TO THEIR WAGE RATES:

### **THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

1. YOU ARE HEREBY NOTIFIED that a proposed settlement ("Settlement") of the above-captioned class action litigation ("Litigation") pending in the Superior Court of California, County of Los Angeles, has been reached by the Parties and has been granted preliminary approval by the Court supervising the Litigation. The purpose of this Notice is to describe the Litigation, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in this Litigation. A Final Approval Hearing will be held on **TIME AND DATE**, to determine whether the Settlement should be granted final approval. Because your rights may be affected, it is extremely important that you read this Notice carefully. You must file a claim which is postmarked by **DATE 45 DAYS AFTER MAILING OF NOTICE** to participate in the Settlement. If you do not file a claim by **DATE 45 DAYS AFTER MAILING OF NOTICE**, you will not receive any payment from this settlement. **Unless you choose to opt out of the Settlement, you will be bound by the Settlement if it is approved and by any order entered by the Court.**

### **SUMMARY OF THE LITIGATION**

2. On April 4, 2007, Plaintiffs filed a proposed class action complaint in the Los Angeles County Superior Court, Case No. BC369011, captioned *DANIEL E. WEIDLER, MICHAEL F. YEZBACK, ELOISE GARCIA, individually and on behalf of a class of similarly situated individuals, v. CIRCUIT CITY STORES, INC.*
3. On September 4, 2007, Plaintiffs filed a First Amended Complaint ("FAC") captioned *DANIEL E. WEIDLER, MICHAEL F. YEZBACK, ELOISE GARCIA, ANGIE DURON, individually and on behalf of a class of similarly situated individuals, v. CIRCUIT CITY STORES, INC.* The FAC alleges that Plaintiffs and other similarly situated former employees of Defendant are entitled to recover general and compensatory damages, including unpaid wages, punitive damages, interest, attorneys' fees, and costs under California Government Code sections 12940 et seq. Plaintiffs' complaint also contains a cause of action for wrongful discharge in violation of public policy, including violation of Government Code section 12940 and 12941, and seeks general and compensatory damages, including unpaid wages, punitive damages, interest, attorneys' fees, and costs. You have received this Notice because Circuit City's records show that you were employed by Circuit City in California and were at least forty (40) years of age as of March 28, 2007, and your employment with Circuit City was terminated on or about March 28, 2007 or shortly thereafter in relation to your wage rate

### **POSITIONS OF THE PARTIES**

4. Plaintiffs believe they have filed a meritorious action as described in their complaint, and that this case is appropriate for class certification under California law.
5. Circuit City denies any liability or wrongdoing of any kind associated with the claims alleged in Plaintiffs' complaint. Circuit City contends, among other things, that at all times it has complied with the California Government Code and that it paid Plaintiffs and similarly situated employees all wages owing to them under California law.
6. Class Counsel has conducted a thorough investigation into the facts of the class action, including an extensive review of relevant documents, and has diligently pursued an investigation of Class Members' claims against Circuit City. Prior to the agreeing to the terms of a settlement, Class Counsel examined extensive data, including information regarding Circuit City's March 28, 2007 terminations which form the basis of Plaintiffs' complaint, documents reflecting Circuit City's relevant policies and procedures, information relevant to the size and composition of the putative classes of former employees alleged in the complaint, documents regarding the implementation of the March 28, 2007 terminations, and information relevant to the damages alleged in the complaint. Based on the foregoing data, data developed during discovery, and its own independent investigation and evaluation, Class Counsel

is of the opinion that this Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Circuit City, and numerous potential appellate issues.

7. Circuit City has also extensively investigated and researched factual and legal issues raised in the Litigation. Although Circuit City believes it has meritorious defenses to the Litigation, Circuit City has concluded that the further defense of this Litigation would be lengthy and expensive for all Parties. Circuit City has, therefore, agreed to settle this Litigation to put to rest all claims that are or could have been asserted against it in the Litigation.
8. The Court has made no ruling on the merits of Plaintiffs' claims and has determined only that certification of the class for *settlement purposes* is appropriate under California law.

#### **PRELIMINARY APPROVAL OF THE SETTLEMENT**

9. On DATE, the Court appointed the following attorneys as Co-Class Counsel to represent the Settlement Class in this Action:

David deRubertis  
The deRubertis Law Firm  
21800 Oxnard Street, Suite 1180  
Woodland Hills, CA 91367

Nathan Goldberg  
Michael Maroko  
Allred, Maroko & Goldberg  
6300 Wilshire Boulevard, Suite 1500  
Los Angeles, CA 90048

10. On DATE, for purposes of the Settlement, the Court certified the Settlement Class.
11. The Settlement Class consists of "Class Members." A "Class Member" is defined as: "All persons who were employed by Circuit City in California and who were at least forty (40) years of age as of March 28, 2007, and whose employment with Circuit City was terminated on or about March 28, 2007 or shortly thereafter in relation to their wage rates."
12. If you are a member of the Settlement Class, you will be bound by the proposed Settlement described below if it is approved, unless you make a written request for exclusion in the manner described below.

#### **SUMMARY OF SETTLEMENT TERMS**

13. **Maximum Payment.** The Agreement provides that Circuit City will pay up to \$15,000,000.00 to fully resolve the issues in the Litigation ("Maximum Payment"). After the following Court-approved deductions, the remaining amount ("Maximum Class Payment") will be distributed to Class Members who timely file claims.

- (a) **Deductions.** The following deductions will be made from the Maximum Payment:

- (i) **Attorneys' Fees and Costs Award.** The Court has appointed the deRubertis Law Firm and Allred, Maroko & Goldberg as Co-Class Counsel. As part of the Settlement approval process, Class Counsel will seek approval of an award of attorneys' fees and expenses (the "Fees and Expense Award") in a total amount of 25% of the Maximum Payment (\$3,750,000.00). Class Counsel shall not be permitted to petition the Court for any additional payments for fees, costs or interest and the Fees and Expense Award shall cover all attorneys' fees and costs, past, present, and future incurred in the Litigation. As part of the Settlement, you will not be required to pay Class Counsel for representing you in the Litigation.

- (ii) **Enhancements to the Plaintiffs.** The Court has approved enhancement payments of \$15,000.00 to each of the four named Plaintiffs for acting as representatives on behalf of the Settlement Class. These enhancements will be in addition to whatever payment they are otherwise entitled to receive as Class Members.

- (iii) **Administration Costs:** The Court has approved the Parties selection of CPT Group, Inc. as the "Claims Administrator" in this action. Reasonable administration fees and costs shall be paid to the Claims Administrator for work performed and expenses incurred in administration of this Settlement; provided, however, that such administration costs shall not exceed Fifty Thousand Dollars (\$50,000.00).

- (b) **Payment to Class Members: Plan of Allocation.** The approximately \$11,140,000.00 remaining after these deductions will be available for distribution to Class Members who timely file claims. Each Class Member who timely files a claim will receive a share of the Maximum Class Payment based on the Class Member's years of service

with Circuit City prior to their termination in or about March 2007. It is not possible at this point to provide you with an exact amount you are eligible to receive in the Settlement until the Court approves the final amount of attorneys' fees, enhancement payments, and administration costs. An estimate of how much you would be eligible to receive is included on your individual Claim Form included with this packet.

(c) Tax Matters. Twenty-five percent (25%) of the amount paid to each Settlement Class Member will be considered as wages and subject to standard wage-related deductions. IRS Forms W-2 and 1099 (and/or the equivalent California forms), if required, will be distributed to Settlement Class Members reflecting the payments they receive under the Settlement. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

(d) Unclaimed Funds. If not all Class Members participate in the Settlement, any unclaimed amounts shall be retained by Circuit City.

(e) Conditions of the Settlement. This Settlement is conditioned upon the Court entering an order approving the Settlement.

#### **RELEASE OF CLAIMS**

14. All Class Members who have not validly requested exclusion from the Settlement will be bound by the terms of the proposed Settlement if it is approved and if the Order of Final Approval becomes final.
15. The Settlement, if approved, shall constitute a full and complete settlement and release of all claims arising from, or related to, the Litigation, or related to any Class Member's termination of employment with Circuit City on or about March 28, 2007, including, without limitation, any and all claims under state and federal law for discrimination (including age discrimination), wrongful termination, harassment, retaliation, unpaid compensation, penalties and attorneys' fees arising from Defendant's termination of the Class Members on or about March 28, 2007, exclusive only of claims Class Members may have under the related case of *Moncayo, et al. v. Circuit City*, which release shall include in its effect Circuit City, and each of their present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, employees, agents, attorneys, insurers, predecessors, successors, and assigns, and each and all of their respective officers, partners, directors, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by, through, or in concert with any of them (collectively, the "Releasees"). This Settlement is specifically intended to satisfy the requirements of the Older Workers' Benefit Protection Act, and to effectuate the release by the Settlement Class, and each Class Member who does not submit a valid Request For Exclusion form, of any potential claims under the Federal Age Discrimination in Employment Act. As part of this Settlement, each Class Member who does not submit a valid Request for Exclusion form waives all rights and benefits afforded by the Older Workers Benefits Protection Act, 29 U.S.C. § 626(f). The release of such potential claims shall not become effective or enforceable until the eighth day after the deadline for submitting a Claim Form described in paragraph 17 of this Notice. ("Enforceable Date"). In other words, Class Members have 45 days in which to consider this Notice of Settlement and submit a claim. Any Class Member who submits a Claim Form may revoke their claim within seven (7) days of the expiration of the claims period, which ends on DATE. In order to be effective, a revocation must be in writing and received by the Claims Administrator, by 5:00 p.m. not later than the seventh day after the end of the claims period. Class Members are advised to consult with Class Counsel or another attorney regarding this Settlement. This Settlement does not waive or release any rights or claims that any Class Member may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement.
16. The Settlement Class, including Plaintiffs and each Class Member, waives all rights and benefits afforded by section 1542 of the Civil Code of the State of California with respect to such disputes and claims, and does so understanding the significance of that waiver. Section 1542 provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

#### **PROCEDURE FOR MONETARY RECOVERY**

17. If you want to participate in the Settlement and receive money under the Settlement, you must sign and date the enclosed Claim Form and mail or fax it no later than DATE, to the Claims Administrator.

18. A copy of your Claim Form is attached. (If you need an extra copy, contact the Claims Administrator or Class Counsel.) If any information provided on the Claim Form is incorrect, please make corrections. For example, if your address is incorrect, please indicate your correct address. Also, please provide your telephone number and any other indicated information referred to on your Claim Form if it is not provided. If you wish to have confirmation that the Claims Administrator has received your Claim Form, you may do so by sending it by certified U.S. Mail with a return-receipt request. If you wish to dispute any information used to calculate your share, you may do so by mailing notice to Class Counsel before the deadline for submitting your Claim Form. Class Counsel will attempt to resolve your dispute informally. If counsel cannot resolve the dispute informally, the dispute will be resolved by the Claims Administrator. In any event, the Claims Administrator must resolve any such disputes prior to final approval of this Settlement.
19. If you are a Class Member and you choose to participate in the Settlement, you will be bound by all of the provisions of the Settlement Agreement between the Parties, including a full release of claims that will prevent you from separately suing the Released Parties for the Released Claims settled in this case.
20. **ANY CLASS MEMBER WHO DOES NOT SUBMIT A TIMELY CLAIM FORM WILL NOT RECEIVE A SHARE OF THE SETTLEMENT AMOUNT. IF YOU DO NOTHING YOU WILL NOT BE ENTITLED TO A SHARE OF SETTLEMENT AMOUNT AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE, EVEN THOUGH YOU DID NOT RECEIVE ANY MONEY.**

#### PROCEDURE FOR EXCLUSION

21. Class Members may exclude themselves from (or "opt-out" of) the Settlement by returning the enclosed "Request For Exclusion" form to the Claims Administrator on or before DATE. Persons who submit valid and timely Request For Exclusion forms will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement.

#### OBJECTIONS TO THE PROPOSED SETTLEMENT/FINAL SETTLEMENT HEARING

22. The Court will hold a Final Approval Hearing on the Settlement Agreement in Department 324 of Superior Court of California, County of Los Angeles, located at 600 South Commonwealth Avenue, Los Angeles, California 90005, at \_\_\_\_\_ a.m. on DATE, at which time the Court will determine whether to grant final approval to the Settlement.
23. Any Class Member who wishes to object to the Settlement must file with the Court and serve on counsel for the parties a written statement objecting to the Settlement. Such written statement must be filed with the Court and served on counsel for the parties no later than forty-five (45) days after the date this Notice is first mailed. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been timely filed with the Court and served on counsel for the parties and the Claims Administrator. Any written objections, supporting papers and/or notices to appear at the Final Approval Hearing must clearly identify the case name and number (*Weidler, et al. v. Circuit City Stores, Inc.*, Case No. BC369011), must state the full name, address, date of birth, and dates of employment at Circuit City of the objector, and may be submitted to the Court either by mailing to: Clerk of the Court, Superior Court of California, County of Los Angeles, 600 South Commonwealth Avenue, Los Angeles, California 90005, or by filing in person at any location of the Superior Court, County of Los Angeles, that includes a facility for civil filings. Any written objections and briefs must be served on counsel for the parties at the following addresses:

Co-Class Counsel	Co-Class Counsel	Defendant's Counsel
Nathan Goldberg Michael Maroko Allred, Maroko & Goldberg 6300 Wilshire Boulevard Suite 1500 Los Angeles, CA 90048	David deRubertis The deRubertis Law Firm 21800 Oxnard Street, Suite 1180 Woodland Hills, CA 91367	E. Joseph Connaughton Jeffrey P. Ames Paul, Plevin, Sullivan & Connaughton LLP 401 B Street, Tenth Floor San Diego, CA 92101

24. Any Class Member who does not file with the Court and serve on counsel his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.
25. Any Class Member who is satisfied with the proposed Settlement need not appear at the Final Approval Hearing.

**CHANGE OF ADDRESS**

26. If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Litigation and the Settlement to be sent to a different address, you should supply your current preferred address to the Claims Administrator and to Class Counsel.

**EXAMINATION OF THE PAPERS AND ADDITIONAL INQUIRIES**

27. This Notice is only a summary of the Litigation and the proposed Settlement and is not comprehensive. For a more detailed statement of the matters involved in the Litigation and the proposed Settlement, you may refer to the pleadings, the parties' Joint Stipulation of Settlement Agreement and Release of Class Action Claims, and other papers filed in the Litigation, which may be examined in person at the Superior Court of California, County of Los Angeles, 600 South Commonwealth Avenue, Los Angeles, California 90005, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.
28. All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to Co-Class Counsel: Allred, Maroko & Goldberg, 6300 Wilshire Boulevard, Suite 1500, Los Angeles, California 90048, Telephone: 323-653-653, or The deRubertis Law Firm, 21800 Oxnard Street, Suite 1180, Woodland Hills, California 91367, Telephone: 818-227-8605. You may also retain your own attorney at your own expense.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, CIRCUIT CITY OR CIRCUIT CITY'S ATTORNEYS WITH INQUIRIES.**

**BY ORDER OF THE SUPERIOR COURT.**



**CLAIM FORM**

*Your estimated share of the Settlement is \$<<PRELIMINARY AMOUNT>>.*

Must be  
postmarked  
or received no  
later than  
[DATE]

Weidler, et al. v. Circuit City Stores, Inc.  
Claims Administrator  
[Address]  
[City, State, Zip]  
[Telephone Number], [Fax Number]

**CLAIMANT IDENTIFICATION**

Please Make any Name/Address Corrections Below:

<<First>> <<Last>>  
<<Address1>>  
<<Address2>>  
<<City>> <<State>> <<Zip>>

(\_\_\_\_\_) \_\_\_\_\_  
*Daytime Telephone Number*

(\_\_\_\_\_) \_\_\_\_\_  
*Evening Telephone Number*

\_\_\_\_\_  
*Social Security Number*

IN ORDER TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST SIGN AND RETURN THIS CLAIM FORM TO THE ADDRESS ABOVE BY FIRST CLASS U.S. MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE [DATE].

According to Circuit City's records, you were one of approximately 218 California employees of Circuit City who were at least forty (40) years of age as of March 28, 2007 and whose employment with Circuit City was terminated on or about March 28, 2007 or shortly thereafter, in relation to your wage rate.

Your portion of the settlement is based on your years of service with Circuit City prior to your termination in or about March 2007. If you complete and timely submit this Claim Form, the total payment you can expect to receive is approximately \$<<PRELIMINARY AMOUNT>>. If you believe the information above is incorrect, you may dispute this information by sending your corrections and supporting documentation to the Claims Administrator. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

**VERIFICATION**

By signing and submitting this Claim Form to the Claims Administrator, I acknowledge I want to participate in the settlement, I want to receive a settlement payment, and in return I release any claims that I may have against Circuit City and all of the Releasees, including any and all rights or claims that I may have under the Older Workers Benefits Protection Act (OWBPA), as described in the accompanying *Notice of Proposed Class Action Settlement*.

**I declare under penalty of perjury that the foregoing is true and correct.**

\_\_\_\_\_  
Sign your name here

\_\_\_\_\_  
Print your name here

\_\_\_\_\_  
Date



**REQUEST FOR EXCLUSION  
FROM PROPOSED CLASS ACTION SETTLEMENT**

I have received the Notice of Proposed Class Action Settlement in *Weidler et al. v. Circuit City, Inc.*, Los Angeles County Superior Court Case No. BC369011. I hereby request to be excluded from this class action lawsuit. I understand that because of this request, I will not receive any settlement payment.

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

LAST FOUR OF SSN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**TO BE EFFECTIVE, THIS REQUEST FOR EXCLUSION  
MUST BE MAILED AND POSTMARKED BY \_\_\_\_\_  
(45 DAYS FROM THE DATE OF THE MAILING OF THE NOTICE OF  
PROPOSED CLASS ACTION SETTLEMENT).**